



1-07-011

Contract # 4408  
(obtain from City Clerk)

## CONTRACT REVIEW/APPROVAL ROUTING FORM

## INSTRUCTIONS:

## 1. First time original contracts

- a. Contact City Clerk's Office for Contract Number
- b. One copy of the Contract Routing Form
- c. Two original contract documents

## 2. Amendments/Change Orders

- a. Contact City Clerk's Office for a NEW Contract Number
- b. One copy of the Contract Routing Form
- c. Two original amendments/change orders
- d. One copy of the original contract

FILED

AUG 10 2007

CITY CLERK  
CITY OF SHORELINE  
CONTRACT DESCRIPTION

<b>Originator:</b>	Flannary Collins	<b>Routed by:</b>	Flannary Collins
<b>Department/Division:</b>	CAT	<b>Date:</b>	July 26, 2007
<b>Type of Contract:</b>	<input type="checkbox"/> (A) Addendum/Change Order <input type="checkbox"/> (W) Public Works <input type="checkbox"/> (O) Other <input type="checkbox"/> (GR) Grants <input type="checkbox"/> (S) Purchase of Services <input type="checkbox"/> (L) Lease Agreement <input checked="" type="checkbox"/> (I) Intergov't Agreement		
<b>CONTRACT TITLE:</b>	Interlocal Agreement with Department of Corrections for Community Corrections Officers		
<b>Brief Description of Services:</b>	Allow Community Corrections Officers at the Shoreline police station		
<b>Contract Modification:</b>	Has the original contract boilerplate language been modified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, list which sections have been modified: Department of Corrections Interlocal language			
<b>Bid/RFP Number:</b>			
<b>Name of Consultant/Contractor:</b>	State of Washington Department of Corrections		
<b>Effective Date:</b>	upon signature	<b>Termination Date:</b>	August 30, 2009 with two 1-year options by written agreement
<b>Total Amount of Contract (including reimbursable expenses):</b>	\$0.00		
<b>Org Key - Object Number:</b>	J/L Number (if required):		
<b>Budget:</b>	Are there sufficient funds in the current budget to cover this contract? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If no, where are the additional funds coming from?			
<b>Payment Terms (monthly installments, progress payments, etc.):</b>	none		
<b>Remarks:</b>			

## SIGNATURE ROUTING

<input checked="" type="checkbox"/> 1. Project Manager/Director	FFC 7/26/07	<input checked="" type="checkbox"/> 6. City Manager	8/1/07
<input checked="" type="checkbox"/> 2. Risk Management/Budget	DF 7/26/07	- or -	
<input checked="" type="checkbox"/> 3. City Attorney	FFC 7/26/07	Dept. Director	
<input checked="" type="checkbox"/> 4. Send to Consultant for signature (only contract documents)		<input type="checkbox"/> 7. City Clerk	AB 8.10.07
<input checked="" type="checkbox"/> 5. City Council Approval (if required) 7.23.07		<input type="checkbox"/> 8. Originating Dept.	

State of Washington



Department of Corrections

Contract No. COCO7235

This Interlocal Agreement ("Agreement") is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and the Shoreline Police Department, hereinafter referred to as Agency.

WHEREAS, RCW Chapter 39.34 (Inter local Cooperation Act) permits state agencies and local Governments to make the most efficient use of their powers by authorizing them to enter into Agreements with each other, in order to provide services and facilities in a manner best serving the needs and development of their local communities: and

WHEREAS, the purpose of this Agreement is to allow Department to place Community Corrections Officers ("CCO's") at the premises owned/operated by Agency located at 1206 N 185<sup>th</sup> St., Shoreline, WA 98133-4020 ("Premises").

NOW THEREFORE, in consideration of the terms and conditions contained herein, Department and Agency agree as follows:

1. **Agency Responsibilities:** Agency shall provide:
  - A. Office space for 1 CCO at Premises. Premises will be accessible to the CCO seven days a week, twenty-four hours per day.
  - B. A mail box slot at Premises to which CCO has access.
  - C. Janitorial service for the office space.
  - D. Use of the fax machine and copier.
2. **Department Responsibilities:** Department shall:
  - A. Keep the office space clean
  - B. Wear Department identification at all times when within the building.
  - C. Escort visitors at all times while within the building.
  - D. Provide operational supplies needed by the CCO.
  - E. Maintain a log sheet of visitors on which they must sign in and out.
  - F. Park all vehicles in the back of the building.
  - G. Arrest its offenders unless prior arrangements have been made with the on-duty Sergeant. Department will transport to the local county jail, except in cases of extreme emergency.
3. **Mutual benefits:** This Agreement improves both parties ability to carry out public safety responsibilities through:
  - A. Joint Operations covering events, holidays, and home/field contact.
  - B. Immediate response regarding felons under Department supervision.
  - C. Joint involvement in Community groups.
  - D. Information sharing, such as information on wanted persons and on-going community concerns.

4. **Access to information:**
  - A. Access to all Department computer systems and files are restricted to the CCO. Department will follow its policy for dissemination of any information from its computer systems and files.
  - B. Access to all Agency computer systems and files are restricted to Agency personnel unless trained and authorized. The Agency will follow its policy and applicable law concerning dissemination of all Agency information.
5. **Term:** This agreement shall take effect upon execution and shall continue until August 30, 2009. This Contract Agreement may be extended by mutual agreement of the parties for two (2) additional one-year periods or portions thereof. Any such extension shall be evidenced by a properly completed written amendment to this Agreement. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.
6. **Hold Harmless:** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and volunteers. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.
7. **Contact Persons:** The parties stipulate that the following persons shall be the contact person for their respective jurisdiction.
  - A. Nicole Zerbato, Community Corrections Supervisor, Department of Corrections, 9620 Stone Ave. N, Suite 102, Seattle, WA 98103, (206) 729-3394, [nazerbato@doc1.wa.gov](mailto:nazerbato@doc1.wa.gov).
  - B. Tony Burt, Chief of Police, Shoreline Police Department, 1206 N 185<sup>th</sup> St., Shoreline, WA 98133-4020, (206) 296-3311, [tburt@ci.shoreline.wa.us](mailto:tburt@ci.shoreline.wa.us).
8. **Nothing herein shall require or be interpreted to:**
  - A. Waive any defense arising out of RCW Title 51.
  - B. Limit or restrict the ability of either entity or employee or legal counsel for either entity or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims for third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
9. **General Provisions:**
  - A. Entire Agreement. This Agreement contains all of the terms with respect to any matter covered or mentioned in this Agreement.
  - B. Modification. No provision of this Agreement may be modified except by written agreement signed by the Parties.
  - C. Successors. This Agreement shall be binding upon the Parties' successors in interest, heirs, and assigns.
  - D. Severability. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision.
  - E. Default. In the event that either of the Parties defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

- F. Venue. The venue for any dispute related to this Agreement shall be Thurston County, Washington.
- G. Waiver. Failure of the Agency to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- H. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

10. **Governance:** This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

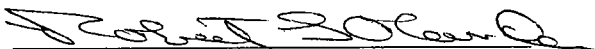
In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. Statement of work; and
- C. Any other provisions of the Agreement, including materials incorporated by reference.

THIS Interlocal Agreement, consisting of three (3) pages, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

~~CITY OF SHORELINE~~  
~~SHORELINE POLICE DEPARTMENT~~

DEPARTMENT OF CORRECTIONS

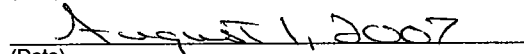
  
(Signature)

Robert L. Olander

(Printed Name)

City Manager

(Title)

  
(Date)

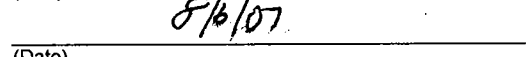
  
(Signature)

Gary Banning

(Printed Name)

Contracts Administrator

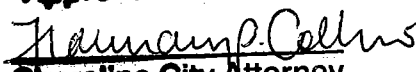
(Title)

  
(Date)

**Approved as to Form:**

This Interlocal Agreement format was approved as to form by Pete Berney, AAG, of the Office of the Attorney General, on December 8, 2006

**Approved as to form:**

  
**Shoreline City Attorney**